Late Lamentable Catastrophe at the ettan Gas Works in the Course of on at the Post of Fourteenth street.

TUYON THE BODIES OF THE SUFFERERS, OILHOOLEY, SULLIVAN AND SHEA.

ner O'Donnell Monday proceeded to hold inon the bodies of the unfortunate men who
their deaths by the fall of a building e course of erection for the Manhattan Gas any, which fell on Saturday last, about two th. The Coroner, with the jury, visited the of each of the deceased in succession, and also ellevue Hospital, in which institution Sullivan then proceeded to the scene of the The inquest was not concluded, and ourned until this day at half-past one o'clock. namee and occupations of the gentlemen to serve upon the jury, were as follows:— a Moore, 459 First avenue, master mason. I. West, do. do. do. B. Snedeker, 389 Second avenue, master

ard Delamater, 143 East Twenty-third street, and blind maker.

Warts, 347 Faird avenue, iron roof manuomas Loder, 429 Second avenue, pianoforte

REPTION OF THE RETORT HOUSES AT THE FOOT OF FOURTRENTH STREET, EAST RIVER.

SET WERE THE DOUBES, each 245 feet long and et wide, and were puned shoe by side. The ends were of brick, 16 inches thick; the outer were brick piers, 2½ feet by 20 inches, placed ect spart. The valley guttes were of castiron, orded on cast iron columns and wrought from els. The roofs were of wrought iron, and parcovered with elate; all the roofs had two rods, to each roof,) exten ing sengtawise under the sipal queen posts, anchored through the gable walls. The valley gutters and girders wore also ored into the gable end walls. The valley gutters and girders wore also ored into the gable end walls. The valley gutters and girders wore also ored into the gable end walls.

The world was built by the day, under the fations were of brick, laid in by hydraulic centrodence of Benjamin M. Cark.

The work was built by the day, under the intendence of Benjamin M. Cark.

The following testimoney was then taken:—
Joseph French, 298 East Fourteenth street, sworn
I am the assistant of Benjamin Chark, of West
venty-second street, near fenth avenue; he was
perintendent of the whole of the gas denartmentthe corner of Fourteenth street and Avenne C;
had the management of all the work and of the
en employed there; in his absence I had the cue superintendence, and I usually employed the
boring men; I have been employed to the Manhatngas works for the last twelve years, and am
croughly conversant with the manner of erecting
is buildings; I assisted M. Clark in building the
enhattan gas works in Eighteenth street, near the
lath avenue, about nine years ago, as assistant sucrintendent, and also in the Fenth avenue, between
ighteenth and Nineteenth streets, about three enhattan gas works in Eighteenth street, near the inth avenue, about nine tears ago, as assistant surintendent, and also in the Tenth avenue, between ighteenth and Nineteenth streets, about three ears ago; and further, I was associated with Mr. lark in creeting the gas bullings at the mer of Avenue C and Fourteerth street, hen the deceased, Patrick Shea, came to his death; the month of March last Mr. Clark and I, by the irection of the President of the Mannattan Gas company, came to inspect the gound upon which the gas buildings were erected, at the corner of tense C and Fourteenth street, the President went thin s, and my opinion was saked as to the maner of spiling; I gave it, and they approved of it; he works were commenced, and the best mate labs seed, and the best mate labs seed, and the best mate labs seed, and the best mate labs gas building until it fell yeste day; John uller Harrison was the architect; he made the nawings for the building, and from these drawings fr. Clark and myself conducted the works; Mr. Iarrison was constantly at the works, excepting ow and then a day, on occasions of sickness; uring last week he was at the boilding daily, into the necessary directions about the iron roofer, and Mr. Clark had the direction of the lating over the iron roofing; in preparing for the rection of the building, the lo-se filled in ground, the deepth of five feet, was removed for the purces of driving the piles into the old solid ground; he best quality of Jersey pine was procured and sed for piles, the foundation made with great care, and every precaulity and Jersey pine was procured and sed for piles, the foundation made with great care, and every precaulity and preserved by brick work mmediately resting on the piles; on examining he brick work on which the columns, esting on granite bases, supported by brick work mediately resting on the piles; on examining he brick work on which the columns rested, I have not seen that the ground, at any of the columns, has given way, so that the fall could not an oth

no Jury.—To day I examined the ground, and notice any change or settling in the ground e columns, or any staking of the piles; on the piles, I saw that they were properly there were three roofs, and they were content the timbers laid on the pine piles, on which the respective columns; they were each four g, twenty-two inches wide, eight inches thick; timbers were separa e, not connected; these (not connected) were over the piles in the of the building; but the timbers over the piles they were reconnected.

Charles Roome, President of the Manhatan Gas Light Company, 47 Weat Thirty-third street, sow or norder of awene C and Fourteenth street, I examined the ground, and had the earth bored in a number of places to the depth of twenty-six feet, so as to ascertain what steps were necessary to secure a permanent and solid foundation for the buildings proposed to be exected; I decided that it was necessary to place the foundation on piles, and I prepared my plana accordingly; the buildings were designed by me, and I given to the responsibility in this case; the plans were drawn by John Fuller Harrison.according to my direction; the specifications were drawn by John Fuller Harrison.according to my direction; the specifications were drawn by me, and given to the responsibility in this case; the plans were drawn by John Fuller Harrison.according to my direction; the specification were drawn by Gentler Harrison, the strength of the service contractors; Benjamin M. Clark was the superintendent, and whose ekill the company had unbounded contractors; Benjamin M. Clark was an old experienced builder, in whose ekill the company had unbounded contractors of the said building I was daily on the progress of the said building I was daily on the progress of the said building I was daily on the progress of the said building I was daily on the ground and hourly in consultation with the superintendent, and with the architect, and it necessary to incur to erect the works in the strongest and most substantial manner. I was in the building yesterday for nearly two hours and left there about one hour before it fell; aithough texture the said building. I should the work which was extinued to cost, when flatshed 11,000,000. Mr. Clark always expressed his admiration of the skifful manner in which the ironwork was performed. I do not think that any storm could have affected the soliding of the building the ground was estimated to cost, when flatshed 11,000,000. Mr. Clark always expressed his admiration of the skifful manner in which the ironwor

breaking the piliars; the

breaking the pillars; the framework was not proportionate, nor, by any means, properly constructed; a roof made as this was could scarcely support the slate which was upon this; there might have been a secret flaw in the iron unknown to the most skilful workman, which would prostrate the whole roof; it is improper to have the tie bars secured by a screw only at each end, as they are flable to fly off should the iron be brittle, in certain conditions of the atmosphere; these tie bars should be well secured by cross keys. The witness examined the iron and thought it to be of good quality.

George Carsenten sworn, says—! am an architect and had the charge of constructing the New York Crystal Palace, associated with Mr. Gildermeister, who is my partner, and examined with me the ruins of the gas works. The system made use of in the construction of that building is not new, and has been found to succeed in other parts of the country; the guiter which was placed on the outer foundation wall was not fastened inside with girders, or transverse or longitudinal beams, so as to formal perfectly solis square, on which could depend the verticle pressure and horizontal strain. There was not a single beam or girder in the whole building the consequence was that the shoe supporting the ribs of the roof gave way. The

placed on the outer foundation wall was not fastened miside with girders, or transverse or longitudinal beams, so as to forms perfectly solk square, on which could cepend the verticle pressure and horizontal strain. There was not a single beam or girder in the whole building the consequence was that the shoe supporting the ribs of the roof gave way. The system of the construction of this roof was very deficient; there was not, in fact, a judi lous system of adjustment employed in the building; there was a deficiency of diagonal the rods throughout the whole; the frame was not sufficiently strong to support the roof, on account of the length of the building, which would require a different system to ensure its standing. I consider the design of the building very defective and the cause of its falling. The material used was good enough; the roof system employed was wrongly managed; this system has succeeded elsewhere, when it was not employed in the extent it was in this. Covering one part of the roof with slate may have caused it to shake, and a high wind, in consequence of its inferior construction, might have affe ted it.

Isaac W. Avres sworn, says—I belong to the iron works of Mott & Ayres, and have examined the building which fell; I found the materials to be good, and consider the structure firm and the work rogerly executed; nearly all the gas house roofs in the country have been exceeded on the same plan; more work and more stiffening might have been employed in the construction of the roof, but I consider what was there all that was necessary; as to a quality of the iron and the roof system, which has succeeded ebsewhere, I do not consider they were objectionable; as to the cause of the socident Leannot give an opinion, and which is yet unexplained: it was remarked by a previous witness that there were no longitudinal girders or beams usual in the building; to consider that the valuey gutters or beams were girders in themselves. This plan of gas howse, with one exception, has been in general use; the ex

given to us, we being the lowest bidders, as I am informed.

The testimony here concluded. Coroner O'Donnell briefly addressed the jury, and left the case with them, who returned the following verdict:

That the said Daniel Sallivan came to his death by injuries received by the falling of the roofs of the gas house, at the corner of Fourteenth street and avenue C; and we are further of opinion that there was a deficiency in the bracing of the said roofs, on account of the extent of the area, and the combination of three roofs; although we believe that the bracing was sufficient to secure a single roof of the same versict was rendered in the cases of Sh-a and Gilhooley.

The jury, after the rendition of the verdict, returned a vote of thanks to Coroner O'Donnell for the efforts be had used in eliciting evidence necessary to the understanding of the facts of the case.

The Grandest Scheme of Modern Times.

An EMPIRE GIVEN TO A RALLROAD COMPANY.

(From the New Orleans Delta, July 24]

A few days ago Mr. Robert J. Walker, late Secretary of the Theasury, accompanied, we believe, by Mr. Jandon, late cashier of the United States Bank, and still later the drawee of sundry bills held by citizens of New Orleans, which remain unpald to this day, to the ruin and despair of hundreds of people, passed through our city on his way to Texas, bearing with him \$1,000 000 of Texas bends, valued, according to the Texas gradation, at \$300,000. This sum is to be deposited in the hands of the governor of Texas, in behalf of the Grand Pacific Railroad, of which Mr. Walker is a stockholder to the amount of ten millions, and various other citizens—including the Rev. Counselier Joel G. Sever, late of this city, whose stock only amounts to the modest sum

of Texas, in behalf of the Grand Pacinic Rialiroad, of which Mr. Walker is a stockholder to the amount of ten millions, and various other citizens—including the Rev. Counsellor Joei G. Sever, late of this city, whose stock only amounts to the modest sum of \$500,000—own immense amounts.

Now, extravagant as the wnole scheme has seemed, Mr. Walker, by his address, skill and management, and without any violation of any law or other imporpriety, has placed it in a train which promises the most magnificant results. The State of Texas—in a moment of madness and folly unparalleled in the annals of legislative insanity—passed a law donating twenty sections per mile to any company which shall build a road across its territory, near the parallel of \$2, or the simple condition that said company shall commence the road by the 15th of August, and shall deposit \$500,000 in the State Treasury, which the company can draw out as soo as it finishes the first firty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; it at then the said fifty miles of the road; the vary will receive scrip which takes preference of all others, for twenty sections of land per mile, for over eight hundred miles, making over ten millions of acres of land, the average value of which, we understand, will be nearly, if not quite, one hundred millions of dollars. Now, the highest estimate of the condo had been previously granted sixteen sections per mile; and this company having organized, to which had been previously granted sixteen sections per mile; and this company having organized, to which had been previously granted sixteen sections per mi

COAL BY CANAL.—From the let of January, 1854, to Wednesday, the 26th of July, at noon, 83,242.02 tons of coal, and 1,934.18 tons of coke, descended the Chesapeake and Ohio canal, in 826 boats, making the entire tennage for these two articles, for the year, 85,237 tons. The tells collected upon this were 439,202, which sum represents the entire revenue of the company from the coal trade, for nearly seven months of the present year. When the framense cost of the work is maken into consideration, this result is paltry inceed. But it seems the canal was of constructed for the present, but for the future—iners Journal.

ELLING LIQUOR IN THE NINTE WARD WITHOUT LI-

CEMBE—SPIRIT DEALERS BEWARN OF TOMERS. JULY 31.—The Mayor vs. Wm. Maso July 31.—The Mayor vs. Wm. Mason.—The defendant in this case was charged with selling liquor without li ense, to be drunk on his premises, 463 Hudson street, on the 6th, 7th, 8th and 9th of June, and for thirty days previous. Mr. J. B. Hashins appeared for the corporation, and Mr. A. D. Rassell for the defendant. Bix jurors being sworn, several objections to the proceedings were entered by Mr. Russell, the first of which was—That the Gommissioner of Jurors had no power to sucumon jurors for a District Court; and the next, that a Justice had no power to empannel a jury for the trial of these causes; and also, that the case should be heard before twelve jurors instead of six. Mr. Russell then moved to strike out the words "for thirty days previous," as for each offence a specific penalty could be onforced; and all the defendants had to answer here was the allegation of selling on the 6th, 7th, 8th and 9th of June. This was overruled, and an exception taken.

Six and six of June. This was overruled, and an exception taken.

Mr. Haskins (Corporation Attorney) challenged one of the jurers (Mr. Munday.) who was excused from serving he being a resident of the Twentieth ward, and bey ind the jurisdiction of this Court. Another juror was then swore in his stead.

The answer of the defendant denies that he sold or retails diliquors in the manner and at the times specified in the complaint, and states that he keeps a public ordinary and eating house in Hudson street, which has been licensed for several years; that from May, 1864, to May, 1855, there are no persons authorized by law to granttavern or ax iss licenses for the Ninth ward, the Alderman and Caunclinea of that ward having refused to discharge the duties of Excise Commissioners, and dissolved their bard with the announcement that they would grant no licenses to retail strong or spirituous liquors; the defendant made application to the Mayor, the Alterman of the Ninth ward and the Countimens of the district, for a license, which they refused to grant.

A witness named Mathews deposed that he collects bills for a Mr. Bush; the defendant (Macon) he of a pogrer house; saw his clerks behind they are subjected to grant.

A witness had another man with him, and had two drinks of brandy, which he paid six ence a glass for; the second day he went in along, to keep district, and the formation of the district, and the first day witness had another man with him, and had two drinks of brandy, which he paid six ence a glass and paid for it; the third he pail for one glass, and the fourth day he paid for two glaves and saw two other men pay for two more out of the same decaster; there were decanters on and behald the counter; on each or casion that witness was and saw two other men pay for two more out of the same decaster; there were decanters on and behald the counter; on each or casion that witness was and pay for it, but he could not tell what they drank. On crose-examination, Mathews and he was born in Ireland; has been in t

on cross-examination, the witness said he was eighten years of age; that he went rount one Sanday, with a person named Carson, to got drinks, and that Mr. Bash gave him the money for that purpose; did not taste any of the liquor on that occasion; i am a member of the Young Men's Ninth Ward Temperance Society; some of the young men volunteer to go round and visit these rum holes, to infor an on them; I volunteered on that occasion; i am not to be paid anything for my services on that occasio; I did not taste the liquor; I know it by the smell; I never tasted the first drop of liquor, yet I can tell it by the smell.

To Mr. Haskins.—I know liquor by the smell; I saked for brandy, and the circk gave it me.

Mr. Russell moved for a dismissell of the compiaint, as the presecution had not proved that the defendant had no license.

Mr. Haskins contended that the defendant was bound to produce his license, if he had one; and referred to the case of Potter against Dion.

The Court denied the motion to dismiss the complaint, and decided that the defendant was bound to produce his license. To this ruling Mr. Russell excepted.

Mr. Eussell them submitted that the Alderman and Councilmen having refused to sits as board to grant licences, the defendant, who had a licence up to May, 1854, was not amenable to this charge. He intended to produce witnesses to prove all the allegations set forth in the defendant's answer to the complaint, and then read and commented on the circular published by the Alderman and Councilmen of the Ninth ward, setting forth their reasons for the course they had adopted.

Mr. Haskins protected against the counsel on the circular published by the Alderman and Councilmen of the State was a produce the minutes of the license, and he Mr. H.) therefore hoped the court would not permit the time of the license in the court and jury had nothing to do with: in the present issue, the only this gave had been application for licenses; they were just as amenable for redusing to grant license, and has a license fo

Supreme Court—Special Term.

Before Hon. Judge Clerke.

TECISION ON SUIT FOR FORECLOSCES AND FOR ADDITIONAL ALLOWANCE.

JULY 31.—The New York For Marine Insurance Compant vs. Burrell and others.—The question to be considered on the present occasion is, whether a plaintiff is entitled to an allowance additional to his ordinary coats, where a tender has been made before judgment, of the amount due, with interests and costs to the time of making the tender. Payment of money into court was the only method by which a defendant could by common law, after the commencement of the action, save himself from subsequent costs. By statute, however, (2 R. 8, 563, 520, meginal.) the defendant may at any stage of the proceedings, in actions at law, before trial, in certain cases, tender to the plaintiff or his attoriety sufficient to retasty the demand, together with the costs to the time of making the tender; and if it should appear on the trial that the amount so tendered was sufficient to pay the demand and the costs, the plaintiff shall not be catified to

pay costs incurred subsequent to the tender. 1—Does this provision apply to a foreclosure suit, so as to preclude the plaintiff, the refuses to accept the amount, from the benefit of an extra allowance? In the present case the tender was made the day before the plaintiff was entitled to judgment, when nearly all the trouble and reasonsibility of prosecuting the a tion bad been incurred. The defent ant maintains that having made the tender the plaintiff is not entitled to judgment; and as the Cooke (\$500 2d pragraph) in foreclosure suits provides for an additional allowance on this case; and seconcly, they cannot grant it, even if the plaintiff is entitled to judgment, as this would be tantasonut to allowing costs in coursed subsequent to the ender. This being a technically seamed, and that the advantage which it claims should be yielded only if there is to doubt that the statute, giving the right to make a tender subsequent to the countencement of the action, is applicable to this case. The statute expressly refers to attoms at tax, and it was never pretended, before the Code, that it had any application to foreclosure suits, which were alway commenced in chan-cry; and I confess that I see no reason why we should stretch the statute in the absence of any express provision, under the dublous supposition that to do so would be implicably consistent with the spirit and tenor of the Code. It is, morreover, possible that the Lagislature intentionally omitted any alteration on this subject, as in foreclosure suits the interests of the parties are often so difficult as to require the direct interposition of the court, even when the owner of the equity of redemption is prepared to pay the amount doe. Resides, even if the statute may be decend to analy to foreclosure suits, the plaintiff is not prohibited from prosecuting his action to judgment after the tender has been made. It only decide him costs incurred subsequent to the tender. The sitowance is made for services commencing from the insidution of the action, which

Jersey City Intelligence.

THE CONFLAGRATION—A FEMALE BURNED TO DRATH—ARREST OF THISVES.

The destruction of property by the fire at Jersey City on Sunday afternoon, is estimated to have exceeded \$300,000. The most lamentable occurrence connected with the conflagration is the loss of life. A widow woman named Margaret McClennan, a native of Ireland, about 40 years of age, who resided in the second story of the house No. I Morgan row, in Washington intoxicated. She had been rescued from the house, which was just then ready to fall; but under the impression that her little girl was still in the house, she went in search of her. Shortly after, Mr. and Mrs. Tracy went to the second story of the house, where they found Mrs. McClennan lying insensible upon the floor, with her clothing on fire and her legs badly burned. Seeing that they were in imminent danges, they escaped from the burning house, and as they reached the sidewalk the roof came down with a crash, burying the unfortunate woman in the ruins. Yesterday workmen were engaged digging after the remains; the only portions of which tout were recovered were the heart, liver, spine and part of one of the hips, which were placed together for burial. Deceased lences a little daughter, about seven years of age. A report was in circulation yesterday, that the remains of another person had been found, but the report proven to be without foundation. The following were the insurances on the property, as far see we were enabled to ascertain yesterday:

"INSURANCE."

88 we were enabled to ascertain yesterday:

Wilson & Henderson, steam at me dressing establishment; loss \$50,000. Insured in the Merchands' insurance Co., New York, \$5,000; Commercial, New York, \$5,000; Mutnal, Jersey City, \$2,700.

Messus. Commings & James, car manufactory, stock, &c.; loss \$25,000. Insured in the Broadway insurance Co., \$3,700; Merchants', New York, \$4,100; Etna, Hartford, \$2,500; Commercial, New York, \$5,000; Now Amsterdam, \$2,000; and also in the Home and Continental, of New York, sufficient to cover their loss. Messus. C. & J. shipped off a large amount of finished work last week.

Messus. Steele & Slater, iron foundry; loss about \$5,000. Insured for \$5,000, of which \$2,000 is in the Mutnal of Jersey City, and \$1,500 in the Market Insurance Company.

Messus. Steele & Slater, seven tenant houses on Wayne street; insured for \$8,000 in the North River

Messre, steele & Saler, seven tenant nonses on Mayne street; insured for \$5,000 in the North River Insurance Company, which covers the lass.

The house of Mrs. Henry, damaged, about \$500; insured for \$2,000 in the Mutual of Jersey City.

House and stable of Mr. Greene, loss about \$1,500; insured for \$100 in the Merchants!

Mr. Jacklard, loss on house \$2,500; insured in the Merchants for \$1,350.

Mr. Caffry, two brick houses, loss about \$6,000; insured for \$1,350 in the North River, and \$1,350 in the Merchants.

Hutton & Lacy, blacksmith shop and fixtures, loss \$1,000; insured for \$2,350 in the Merchants' Insurance Company.

INCIDENTS.

During Sudday evening and yesterday, the following named persons were arrosted on a chargeon stealing trunks, furniture, &c., some of whom were arrested in the act of carrying articles away:—Macky Doran, John Williams, Jas. Brown, Daniel Dixon, Owen Farrell, Anthony Monahan, Michael Flint, Thomas Booth, James Connelly, Arthur McMans, John Webster, Phoe. Carry, Edward Smith, and James Hogan. They were committed to await examination.

Smith, and James Hogan. They were committed to await examination.

John Corrigan, an old man who has worked about the Newark depot for many years, had \$475 in his house which was burned. He intended to have deposited it in the bank, together with last mouth's wages, which he was to receive yesterday.

A German-shoemaker, who resided in the large brick building next to the corner of Wayne street, was from home on Sunday. On returning yesterday, he procured a long ladder and as ended to the top of the chimney, which was tottering and ready to fall. While the crowd were looking on with smazement, he drew from a crevice in the chimney, an old dianer pail, which contained over \$300 in silver and gold. On descending, he exclaimed, "cat ish all right," and left.

A man residing in Borgen, while viewing the pro-

"cat ish all right," and left.

A man residing in Bergen, while viewing the progress of the fire, had his pocket relieved of \$15.

The scene was visited yesterday by thousands of persons. The families, about 150 in number, who were so suddenly deprived of shelter, were engaged picking up what little property was left them, and seeking for shelter elsewhere. Many of them have been left destitute.

picking up what little property was left them, and seeking for abilier elsewhere. Many of them have been left destitute.

Empire Hook and Ladder Co., headed by Chief-Engine er Fiench, were engaged all day yesterday in levelling the tottering walls.

Fatal Accident on the New York and Emp Raileoad.—On Sunday morning, about 9 o'clock, a girl named Ann Flich, 12 years of age, daughter of Isaac Finch, was run over by the night express train on the Erio road, a quarter of a mile east of Ramsey's statior, and instantly killed. In consoquence of a curve she was not discovered by the engineer until the train was nearly upon her. The cars were stopped, and the remains were gathered up and placed in charge of the grandfather of the child.

The Water Works.—Refort of the Zomkissioners and Chief Engineer.—The Jersey City Water Works are completed, and the engine is at work forcing water into the reservoir at Belleville. The pipes are full, and, in a few days, the water may be used. The semi-annual reports of the Commissioners and of the Chief Engineer have just been made to the Common Council. The coat of the works will but a trifle exceed the estimate of \$600,000. The water celebration will probably take place in about one month. The works being finished, the Water Commissioners are now turning their attention to the construction of sewers, according to the plan of sewerage some time since adopted by the city.

MONTSVEE COMPANY.—We understand thaMessrs. Hammitt, of Philadelphia, and Tay, of Bos,
ton, have purchased the interest of M. P. O'Herst
Frq.—being nessly ene-half—in the lands, &c., of the
Montevue Mintog and Manufacturing Company. These
grathemen have recently been on a visit to the property, and were greatly gratified with its many advantages and resources. We learn that it is the intention of the new proprietors, in conjunction with
Gov. Thomas, to expend at once a large amount of
money in creating additional raw mills and making
other improvements with the view of enlarging the
operations of the company.—Miners' Journals

THE DEFENCE OF CAPTAIN DOWNING.

PHILDRIPHIA, July 31, 1854. The Court Martial re-opened this morning, and the number of spectators usually present was much increased, and included soveral ladies interested in the result of the trial as friends of the accused or of the counsel representing bim, this day having been set apart for delivering the argument for the de-

by the counsel, Wm. H. Crabbe, Esq.:—
When the Judge Advocate, on Thursday last, called upon me to produce my witnesses, he asked their production with an air of confidence whice their production with an sir of confidence which was not without good foundation. My most important witnesses are, as the prosecution well knew, beyond the equator; and the United States having husbanded their charges to pour them upon me after a period of over three years—a course wholly repudiated and deservedly denounced in other branches of the national service—select their own time to force me to a trial, and then ask me for witnesses who are in another hemisphere. I have no witnesses. No one has been examined be-fore this Court who was not on the list of the prosecutor; and on their own evidence I come to meet the accusations of the United States—some of which involve even my life, and what is dearer, my reputation. In appearing to make my defence to the charges and specifications preferred against me, I feel it my duty to dis-avow in the first place, any desire unne-cessarily to prolong these already painfully tedious proceedings. I am aware that, after all, the evidence—and the evidence alone—must be the ground of your decision; and, to some extent, my maki... defence at all is more a compliance with long settled usage than an attempt, by any representations of mins, to affect your view of this case and of the evidence on which the accusations against me are endeavored to be supported. I hope, howand economize the time of the court by analyzing the charges and specifications, and placing the evidence appropriate to each under its proper head; thus reducing to order a somewhat disorderly mass of testimony, and disposing in the process of a quan-tity of gossip and rubbish at present encumbering the record, and wholly unworthy the name of ovi-

surroundings and reduced to its natural order and proportions, I hope that the court will find their

labors in some degree facilitated.

In undertaking to analyze these charges, I find myself met on the threshhold by considerations already presented to the court, but which I feel bound again to offer-the more especially as I can new exhibit them in a greater detail and clearness than on any occasion beretofore afforded me. I believe that I am being tried upon some specifications which the court have erred in entertaining; which error has vitiated and nullified the whole proseedings of the court—at least so far as those specifications are concerned. The specifications which I believe to be bad are the fourth specification of the first charge, and the second of the second charge. To the second specification of the second charge, I object that the allegation therein contained, that the accused "so deported himself in his intercourse with the said diplomatic representatives at the time of leaving the said station, as to indicate a contempt for them," is bad, as being wholly uncertain and

for them," is bad, as being wholly uncertain and vague. What do the authorities say as to vagueness in a specification of contempt!—

(O'Brien, p. 234.) "The fact or facts ought to be distinctly specified or alleged, in such manner that neither the precise or the Court can cave any difficulty in knowing what is the precise object of inquiry and investigation. * * * There should be no vagueness or uncertainty in a specification. The prisoner should be able to * * know precisely what it is that he is to answer."

And the same dectrine is laid down in De Hart,

(202 et seg. and HI. Greenl. Ev. 474, 475, and note (202 et seg. and III. Greeni. Ev. 474, 475, and note 2.) where the proper form of a specification for contempt is given. Now, does this specification satisfy these requirements? Can it be called a specification at all? Can any one tell what is intended by it?—whether acts or word. And if words, whether written or spoken Could I tell from it what I was to answer? What was to be proved against me under it? Mr. Pendle-ton scemed to think my letters were meant; Mr. Schenck that the going away from Buenos Ayres was meant. Who shall say what was meant? or who shall not say that this specification was not trap from beginning to on 1—a sort of hook laid out to see what could be caught? Again Path citications are double. What do the books say about dupliedly in a specification? (De Hart, p. 298.)

"The defendant must not be charged with having committed two or more offences in any one c and or specification of the charge." (Macoub, p. 26, \$32.)

"Facts distinct in their nature are not to be included in one and the same ** specification of a charge, but must, be the subject of a distinct charge or specification." And the same is said in C Blen, 234. Are these specifications double? The fourth of charge first is, that I "used language tending to encourage and incite the said Simoude and Carroll to desert." That is one offence. "And," says the specification, "after the said Simoude and Carroll to desert." That is one offence. And," says the specification, "after the said Simoude and charge: That Captain Downing "left his anchorage and station near Buenes Ayres and proceeded to Rio Janciro with the said ship at a time when he had reason to believe, and was informed, by diplomatic representatives of the United States then at Buenes Ayres that his presence with the said ship in the vibinity of Buenes Ayres and proceeded to Rio Janciro with the said ship at a time when he had reason to believe, and was informed, by diplomatic representatives of the United States then at Buenes Ayres that his presence with the said ship in the vibinity of Buenes Ayres was particularly necessary." That is one offence, and if the Court please, it is the whole of the solitary specifications under the third charge; and then we have the accusation of contempt in addition. If the specification under the third charge; and then we have the accusation of contempt in addition. If the specification in results of the presence of the court has no right on that account to dismiss them. Proceedent the charge that these specifications are inherently and incurably bad and defective; but the icea seams to be entartained that the court has no right on that account to dismiss them. Precodent the ris clear, then, that these specifications are hone i

him (Gowland) that Coe had told him (Turner) take a letter to the inside gow-rament.

Hearmy and i relevant evidence combined som times appears, as where Mr. Schenok tells of locover-stiens between himself and the America

We sometimes have, at least from Mr. Pendiston, evidence which assumes false dats, and then argues from them to the disadvariage of the accused. Thus be tells us that I sen him two letters—ane from Coe to me, and the snawer to; C. Se's letter informing me that treads we a being percetashed at Palerman who was to Palerran, where he was informed the snawer to to Palerran, where he was informed the snawer to the Palerran, where he was informed the snawer to the Palerran, where he was informed the snawer to the palerran, where he was informed the snawer to the palerran who had nothing but rearons." Now, return who a least who was the continuous to the snawer that the snawer to the sn

or duly, and spenk her coat for him without complaint, as an absolid on one occasion to take Mr.
Pendicton on a shooting party-though Lisut.
Dunald-on cent remember it—and on another to
take the Charge and his colleague on a diplomatio
excursion. Air. You will not find anyware on
your record—from hieut. Page's report to the Obpartment, which not being on oath, is at any rate
no evidence—down through the whole of the Judge
Advocate's voluminous manuscript—the first adtempt to prove that the Scortary's instructions to
ideut. Page were over exhibited to me at all. Nohody asserts it; even Commodors McKeever's order
to no has never been produced, and rests upon toe
unsworn evidence of kieut. Page's report; walls in
proving the exhibition to me of Lieut. Page's unstructions—that is, in the hinging point of the
whole accusation—the prosecution has entirely
failed. Of the style and manner of Lieut. Page's
correspondence with me there is scarcely the
occasion to speak; the Court has heard it,
and will draw their own conclusions. Lisaterant Pages's associations at Beenoa Ayes
historia was where he learned to adopt a course so anticity opposed to all principles of discipline and
subordination. To the accusation of refusing to
they Captuin Stringham's order to report the faces
in relation to Simonds and Caraell I assyer that it
old report the faces fully in my letter of the 30th
31ay, 1851; that this was all Castain Stringham required—his written order of the 31st to me being
locerly a reduction to paper of the, same order verbally given on the 30th, and that he considered my
letter of the 30th, as fo answer to the accusation
of the 30th, as fo answer to the accusation
of the state mayon it, as it is wholly misplaced.

It is not a proper specification under a charge of
was delicated on the there are only in the service of the second letter of the 30th, as fo answer to the accusation
of the state of the such as let in the principle of the we can
be a made here to adduce positive proof of anything of th